

## Seraphic Terms of Use

Welcome to Seraphic! Please read the following Terms of Use carefully before using our website available at: <https://www.seraphicsecurity.com/> (this website together with its subdomains, Content, Marks and services, the “**Website**”) so that you are aware of your legal rights and obligations with respect to Seraphic Algorithms Ltd. (“**Seraphic**”, “**we**”, “**our**” or “**us**”). By accessing or using the Website, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with the Privacy Policy (as defined below, collectively the “**Terms**”). If you do not agree to be bound by these Terms please do not access or use the Website.

1. **Background.** The Website is intended to provide you with information related to our products and services, including your use thereof, and enable you to contact us via the Website.
2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following the posting of the revised Terms on the Website, and your continued use of the Website thereafter means that you accept those changes.
3. **Ability to Accept Terms.** The Website is only intended for individuals aged eighteen (18) years or older. If you are under eighteen (18) years please do not visit or use the Website.
4. **Website Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Website, provided that you comply with these Terms and applicable laws.
5. **Restrictions.** You shall not: (i) copy, distribute or modify any part of the Website without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Website; (iv) use or launch any automated system (including without limitation, “robots” and “spiders”) to access the Website; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Website.
6. **Intellectual Property Rights.**
  - 6.1. Content and Marks. The (i) content on the Website, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, images, photos, sounds, videos, interactive features, and services (collectively, the “**Content**”), and (ii) trademarks, service marks and logos contained therein (“**Marks**”), are the property of Seraphic and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. “Seraphic”, the Seraphic logo, and other marks are Marks of Seraphic or its affiliates. All other trademarks, service marks, and logos used on the Website are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Website and the Content.
  - 6.2. Use of Content. Content on the Website is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.
7. **User Submissions.**
  - 7.1. Responsibility. The Website may permit the submission, hosting, sharing and publishing of Content by you and other users (“**User Submissions**”). You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right at our sole discretion and without further notice to you, to monitor, censor, edit, delete, use, repost and/or remove any and all Content posted on the Website (including User Submissions) at any time and for any reason. Without limiting the foregoing, Seraphic has the right to delete any comment that it believes, in its sole discretion, does or may violate these Terms.

- 7.2. **Ownership.** You represent and warrant that you own or have the necessary rights and permissions to use and authorize Seraphic to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the Website, and these Terms. Unless the User Submissions are separately referred to, all references herein to Content shall include references to User Submissions. "**Intellectual Property Rights**" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.
- 7.3. **License to User Submissions.** You retain all of Your ownership rights in Your User Submissions, however by submitting the User Submissions to Seraphic, you hereby grant Seraphic a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Website and Seraphic's business, including without limitation for publishing and redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the Website or other viewer or user of the User Submission a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions, all in accordance with these Terms.
- 7.4. **Prohibited Content.** You agree that you will not display, post, submit, publish, upload or transmit a User Submission that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; (vii) involves theft or terrorism; or (viii) is otherwise malicious or fraudulent.
- 7.5. **Exposure.** You understand and acknowledge that when accessing and using the Website: (i) you will be exposed to User Submissions from a variety of sources, and that Seraphic is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Seraphic with respect to (i) and (ii) herein.
- 7.6. **Spam.** You agree not to, and will not, use the communication systems provided by the Website to send unauthorized commercial communications and you shall be solely responsible and liable for any such unauthorized communications.
- 7.7. **Disclosure.** We reserve the right to access, read, preserve, and disclose any User Submissions (whether published or not) or any other information as we reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (b) enforce these Terms, including investigation of potential violations of them, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Seraphic, its users or the public.
8. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Website is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, at our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.
9. **Links.**
- 9.1. The Website may contain links, and may enable you to post content, to third party websites that are not owned or controlled by Seraphic ("**Third Party Website**"). We are not affiliated with, have

no control over, and assume no responsibility for the content, privacy policies, or practices of, any Third Party Websites. You: (i) are solely responsible and liable for your use of and linking to Third Party Websites and any content that you may send or post to a Third Party Website; and (ii) expressly release Seraphic from any and all liability arising from your use of any Third Party Website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each Third Party Website that you may choose to visit.

- 9.2. Seraphic permits you to link to the Website for personal, non-commercial purposes only provided that: (i) you link to but do not replicate any page on this Website; (ii) the hyperlink text shall accurately describe the Content as it appears on the Website; (iii) you shall not misrepresent your relationship with Seraphic or present any false information about Seraphic and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a Third Party Website which prohibits linking to third parties; (v) if you link from a Third Party Website such Third Party Website does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.
10. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Website in accordance with our privacy policy which is available at: <http://www.seraphicsecurity.com/privacy.pdf>
11. **Warranty Disclaimers.**
  - 11.1. This section applies whether or not the services provided under the Website are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.
  - 11.2. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. SERAPHIC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SERAPHIC DOES NOT GUARANTEE THAT THE WEBSITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE WEBSITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT SERAPHIC WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE WEBSITE BY A THIRD PARTY.
  - 11.3. SERAPHIC DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN A USER SUBMISSION, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.
  - 11.4. YOU SPECIFICALLY ACKNOWLEDGE THAT SERAPHIC SHALL NOT BE RESPONSIBLE FOR THE USER SUBMISSIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY WEBSITE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
  - 11.5. YOUR RELIANCE ON, OR USE OF, ANY USER SUBMISSION, OR INTERACTION WITH ANY WEBSITE USER OR OWNER, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY WEBSITE USER OR OWNER IN CONNECTION WITH THE WEBSITE OR ANY USER SUBMISSION, YOU AGREE THAT SERAPHIC IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. SERAPHIC RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.
  - 11.6. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, SERAPHIC DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE WEBSITE.
12. **Limitation of Liability.**

- 12.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNDER NO CIRCUMSTANCES SHALL SERAPHIC ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF SERAPHIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- 12.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERAPHIC FOR ALL DAMAGES AND LOSSES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE THE WEBSITE, EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO SERAPHIC FOR USING THE WEBSITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.
- SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
13. **Indemnity.** You agree to defend, indemnify and hold harmless Seraphic and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Website; (ii) your User Submissions and any information submitted by you; (iii) your interaction with any Website user; or (iv) your violation of these Terms.
14. **Term and Termination.** These Terms are effective until terminated by Seraphic or you. Seraphic, in its sole discretion, has the right to terminate these Terms and/or your access to the Website, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Seraphic shall not be liable to you or any third party for termination of the Website, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Website in any way, your only recourse is to immediately discontinue your use of the Website. Upon termination of these Terms, you shall cease all use of the Website. This Section (Section 14) and Sections 5 (Intellectual Property Rights), 7.3 (License to User Submissions), 10 (Privacy), 11 (Warranty Disclaimers), 12 (Limitation of Liability), 13 (Indemnity), and Sections 15 (Independent Contractors) to 18 (General) shall survive termination of these Terms.
15. **Independent Contractors.** You and Seraphic are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Seraphic. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Seraphic.
16. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Seraphic without restriction or notification to you. Any prohibited assignment shall be null and void.
17. **Governing Law.** Seraphic reserves the right to discontinue or modify any aspect of the Website at any time. These Terms and the relationship between you and Seraphic shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yafo, Israel and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Seraphic may seek injunctive relief in any court of competent jurisdiction.
18. **General.** These Terms shall constitute the entire agreement between you and Seraphic concerning the Website. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**Last updated: June 8, 2022**